

A RESOLUTION AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO THE FIRST AMENDMENT TO THE DEVELOPMENT AND CONSTRUCTION AGREEMENT WITH RICHFIELD FURNACE RUN ASSOCIATES, LLC AND WATER AND SEWER, LLC, AND DECLARING AN EMERGENCY

WHEREAS, Richfield Furnace Run Associates, LLC, Water and Sewer, LLC, and the Village entered into a Development and Construction Agreement dated December 18, 2020, wherein the Richfield Furnace Run Associates, LLC, Water and Sewer, LLC, and the Village agreed to complete certain improvements for the benefit of the New Briarwood Subdivision; and

WHEREAS, certain dates set forth in the Development and Construction Agreement must be amended due to delays in the filing and processing of the annexation of the New Briarwood Subdivision to the Village; and.

WHEREAS, this Council has determined that entering into the First Amendment to the Development and Construction Agreement with Richfield Furnace Run Associates, LLC and Water and Sewer, LLC is necessary and proper and in the best interests of the Village of Richfield.


NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Richfield, County of Summit, State of Ohio that:

- SECTION 1. The Mayor and Director of Finance are hereby directed and authorized to enter into the First Amendment to the Development and Construction Agreement with Richfield Furnace Run Associates, LLC and Water and Sewer, LLC under substantially the same terms as the Agreement attached hereto as Exhibit "A" and incorporated fully herein by reference, subject to final approval of the Director of Law.
- SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.
- SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare and for the further reason that it is immediately necessary to amend the Development and Construction Agreement with Richfield Furnace Run Associates, LLC and Water and Sewer, LLC in order to meet the deadlines established by the parties; wherefore, provided this Resolution receives the affirmative vote of two-thirds of the members of Council elected or appointed, it shall take effect immediately upon its passage and execution by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 7-27-21

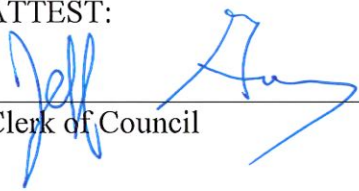


President of Council



Mayor

Dated: 7/27/2021

ATTEST:


Clerk of Council

**FIRST AMENDMENT TO THE
DEVELOPMENT AND CONSTRUCTION AGREEMENT**

This First Amendment to the Development and Construction Agreement (the "Amendment") is made and entered into as of the date set forth below by and between the **RICHFIELD FURNACE RUN ASSOCIATES, LLC** (hereinafter referred to as "Developer"), **WATER AND SEWER, LLC** (hereinafter referred to as "Water and Sewer"), and the **VILLAGE OF RICHFIELD, OHIO**, a municipal corporation organized under the laws of the State of Ohio (hereinafter referred to as "Village").

RECITALS

WHEREAS, Developer, Water and Sewer, and the Village entered into a Development and Construction Agreement dated December 18, 2020, wherein the Developer, Water and Sewer, and the Village agreed to complete certain improvements for the benefit of the New Briarwood Subdivision (the "Development Agreement"); and

WHEREAS, certain dates set forth in the Development Agreement must be amended due to delays in the filing and processing of the annexation of the New Briarwood Subdivision to the Village.

NOW, THEREFORE, IT IS AGREED that:

1. The Development Agreement is hereby amended as followed:
 22. a. It is anticipated by the parties to this Agreement that this Agreement will be assigned by Developer to Pulte Homes of Ohio LLC ("Pulte") through the sale of the lands constituting the New Briarwood Subdivision, as described in Exhibit "A" hereto, to Pulte (the "Sale"). In the event the Sale does not close on or before ~~August 16~~September 10, 2021, the following shall occur: (a) this Agreement shall become null and void and of no further effect immediately upon the failure of the Sale to close; (b) if already approved, the Village Council may repeal its approval of the Annexation; (c) the Village shall have no obligation to construct the New Sanitary Sewer (Exhibit "C"); (d) the Village shall have no obligation to adopt the TIF Ordinance and if it is adopted, may repeal it; (e) the Developer shall have no obligation for payment of any assessments on the New Briarwood Subdivision sublots; and (f) the Developer shall have no obligation to construct the SR 303 Improvements (Exhibit "K") or the water main pursuant to the Offsite Water Improvement Plan (Exhibit "J").

2. Except as specifically modified or amended by the terms of this Amendment, the Development Agreement and all provisions contained therein shall continue in full force and effect and are hereby ratified and confirmed.

3. This Amendment shall be attached to the Agreement and incorporated therein by reference.

IN WITNESS WHEREOF, the parties have set their hands intending to be bound on the dates indicated below.

RICHFIELD FURNACE RUN
ASSOCIATES, LLC

By: _____

Print Name: _____

Title: _____

Date: _____

WATER AND SEWER, LLC

By: _____

Print Name: _____

Title: _____

Date: _____

VILLAGE OF RICHFIELD, OHIO

By: _____

Its: Mayor

Date: _____

By: _____

Its: Finance Director

Date: _____

APPROVED AS TO LEGAL FORM:

Alejandro V. Cortes, Director of Law
Village of Richfield

